
EXHIBIT 5

From: [Halima Shukri Ndai](#)
To: [Cohen, Justin S \(DAL - X61211\)](#); [Michael Shore](#); [Alfonso Chan](#); [Chiji Offor](#); [Mark Siegmund](#); [Raphael Chabaneix](#); [Alicia Cary-Howell](#)
Cc: [Sostek, Bruce S \(DAL - X61234\)](#); [Wynne, Richard L \(DAL - X61386\)](#); [Haghighatian, Nadia E \(DAL - X61261\)](#); [Bustamante, Bryan J \(DAL - X61364\)](#); [Max Ciccarelli](#)
Subject: RE: Purdue v. ST - Meet & Confer re Claim Construction
Date: Monday, February 14, 2022 2:29:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Justin,

With respect to the term "less than about three micrometers," Purdue amended its proposed construction as provided in the Feb. 7 disclosure and does not contend that the plain and ordinary meaning of this term is "about three micrometers or less," as initially proposed. For clarity, below is Purdue's proposed constructions for the disputed terms:

Term	Plaintiff's Construction
"A double-implanted metal-oxide semiconductor field-effect transistor"	The preamble is not limiting
"less than about three micrometers"	Plain and ordinary meaning, no construction necessary.
"a second, thicker oxide layer over said top surface and sidewall of each of said first gate"/ "a gate oxide layer thicker than said substrate surface oxidation layer, over said tops and sides of each of said gates"	"layer of oxide that is on the tops and sides of each gate and that is thicker than the layer of oxide below each gate"

In light of the foregoing, please let us know if a call is warranted today.

Best,
Halima Shukri

From: Cohen, Justin S (DAL - X61211) <Justin.Cohen@hklaw.com>
Sent: Monday, February 14, 2022 12:59 PM
To: Halima Shukri Ndai <hndai@shorechan.com>; Michael Shore <mshore@shorechan.com>; Alfonso Chan <achan@shorechan.com>; Chiji Offor <coffor@shorechan.com>; Mark Siegmund <mark@swclaw.com>; Raphael Chabaneix <rchabaneix@shorechan.com>; Alicia Cary-Howell <acary-howell@shorechan.com>
Cc: Sostek, Bruce S (DAL - X61234) <Bruce.Sostek@hklaw.com>; Wynne, Richard L (DAL - X61386) <Richard.Wynne@hklaw.com>; Haghighatian, Nadia E (DAL - X61261) <Nadia.Haghighatian@hklaw.com>; Bustamante, Bryan J (DAL - X61364) <Bryan.Bustamante@hklaw.com>; Max Ciccarelli <Max@CiccarelliLawFirm.com>
Subject: Purdue v. ST - Meet & Confer re Claim Construction

CAUTION: External Email!

Counsel - today is our deadline to meet-and-confer regarding narrowing claim construction disputes. ST does not have any alternate proposed constructions or potential compromise positions to offer, nor does ST intend to drop any terms in dispute. If Purdue has some compromise positions to discuss, please let us know. Otherwise, we don't believe a call is necessary.

We do request one clarification though regarding the term "less than about three micrometers." In Purdue's Feb. 7 disclosure, Purdue stated that its position was that this term should be given its plain and

ordinary meaning. But in Purdue's Jan. 31 disclosure, Purdue stated that this term should be construed as "about three micrometers or less." We assume that the Jan. 31 proposed construction is what Purdue contends is the plain and ordinary meaning of this term. But if that is not correct, please let us know.

Thank you,

~Justin

Justin S. Cohen | Holland & Knight

Direct 214.969.1211 | Cell 214.605.1993

[Add to address book](#) | [View professional biography](#)

From: Halima Shukri Ndai <hndai@shorechan.com>

Sent: Monday, February 7, 2022 6:55 PM

To: Cohen, Justin S (DAL - X61211) <Justin.Cohen@hklaw.com>; Sostek, Bruce S (DAL - X61234) <Bruce.Sostek@hklaw.com>; Wynne, Richard L (DAL - X61386) <Richard.Wynne@hklaw.com>; Haghighatian, Nadia E (DAL - X61261) <Nadia.Haghighatian@hklaw.com>; Bustamante, Bryan J (DAL - X61364) <Bryan.Bustamante@hklaw.com>; Max Ciccarelli <Max@CiccarelliLawFirm.com>

Cc: mshore <mshore@shorechan.com>; achan <achan@shorechan.com>; Chiji Offor <coffor@shorechan.com>; mark <mark@swclaw.com>; Raphael Chabaneix <rchabaneix@shorechan.com>; Alicia Cary-Howell <acary-howell@shorechan.com>

Subject: RE: C.A. No. 6:21-cv-00727-ADA; The Trustees of Purdue University v. STMicroelectronics N.V., et. al. - ST's Proposed Claim Co

[External email]

Counsel,

Attached please find Plaintiff's Preliminary Disclosure of Extrinsic Evidence.

Best,

Halima Shukri Ndai

Shore Chan LLP

Bank of America Plaza

901 Main Street, Suite 3300

Dallas, Texas 75202

214-593-9116 (Direct) | 214-593-9110 (Firm)

www.shorechan.com



From: Halima Shukri Ndai

Sent: Monday, January 31, 2022 7:54 PM

To: Cohen, Justin S (DAL - X61211) <Justin.Cohen@hklaw.com>; Bruce.Sostek@hklaw.com; Wynne, Richard L (DAL - X61386) <Richard.Wynne@hklaw.com>; Haghighatian, Nadia E (DAL - X61261) <Nadia.Haghighatian@hklaw.com>; Bustamante, Bryan J (DAL - X61364) <Bryan.Bustamante@hklaw.com>; max@ciccarellilawfirm.com

Cc: Michael Shore <mshore@shorechan.com>; Alfonso Chan <achan@shorechan.com>; Chiji Offor <coffor@shorechan.com>; Mark Siegmund <mark@swclaw.com>; Raphael Chabaneix

<rchabaneix@shorechan.com>; Alicia Cary-Howell <acary-howell@shorechan.com>

Subject: C.A. No. 6:21-cv-00727-ADA; The Trustees of Purdue University v. STMicroelectronics N.V., et. al. - ST's Proposed Claim Co

Counsel,

Attached please find Plaintiff's Proposed Initial Claim Constructions.

Best,

Halima Shukri Ndai

Shore Chan LLP

Bank of America Plaza

901 Main Street, Suite 3300

Dallas, Texas 75202

214-593-9116 (Direct) | 214-593-9110 (Firm)

www.shorechan.com



NOTE: This e-mail is from a law firm, Holland & Knight LLP ("H&K"), and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of H&K, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to H&K in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of H&K, you should maintain its contents in confidence in order to preserve the attorney-client or work product privilege that may be available to protect confidentiality.